UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

AMERICAN INTERNATIONAL GROUP, INC., et al., Plaintiffs, v. ACE INA HOLDINGS, INC., et al., Defendants.	Case No. 07 CV 2898 Judge Robert W. Gettleman Magistrate Judge Sidney I. Schenkier
LIBERTY MUTUAL INSURANCE COMPANY, et al., Counter-Claimants, v. AMERICAN INTERNATIONAL GROUP, INC., et al., Counter-Defendants.	
SAFECO INSURANCE COMPANY OF AMERICA, et al., Plaintiffs, v. AMERICAN INTERNATIONAL GROUP, INC., et al., Defendants.	Case No. 09 CV 2026 Judge Robert W. Gettleman Magistrate Judge Sidney I. Schenkier

AIG'S SUPPLEMENTAL STATEMENT RESERVING RIGHTS REGARDING SETTLEMENT CLASS PLAINTIFFS' AND AIG'S JOINT MOTION FOR CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

AIG supports the relief requested by Settlement Class Plaintiffs and AIG in their Joint Motion for Class Certification and Preliminary Approval of Class Action Settlement but submits this supplementary statement reserving its rights in the event that the Settlement Agreement is terminated, disapproved by the Court, or vacated on appeal.

AIG's support for the relief requested by Settlement Class Plaintiffs is premised on the survival of the Settlement Agreement, through the Court's final approval of the Settlement Agreement and appeal. If the Settlement Agreement is terminated for any reason, AIG's support for Settlement Class Plaintiffs' requested relief is not to be construed as a waiver of AIG's claims or defenses with respect to the propriety and scope of class certification. *See, e.g.*, *Will v. General Dynamics Corp.*, No. 06-698, 2010 U.S. Dist. LEXIS 95630 (S.D. Ill. Aug. 9, 2010), at *22-23; *Kitson v. Bank of Edwardsville*, No. 08-507, 2009 U.S. Dist. LEXIS 85444 (S.D. Ill. Sept. 18, 2009). AIG joins in the requested relief because it considers settlement of this action to be more desirable than further and protracted litigation of these matters, a fact that distinguishes certification of the settlement class from that of the putative litigation class represented by Safeco Insurance Company of America and Ohio Casualty Insurance Company.

For these reasons, AIG reserves its rights to raise any objection to class certification in the event that the Settlement Agreement terminates for any reason, including but not limited to the Court not finally approving the Settlement Agreement, the Court's final approval of the Settlement Agreement being reversed on appeal, or the Settlement Agreement terminating under terms articulated therein.

Respectfully submitted,

PLAINTIFFS AMERICAN INTERNATIONAL GROUP, INC., et al.,

By: /s/ Rebekah H. Parker
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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that a copy of **AIG'S SUPPLEMENTAL STATEMENT RESERVING RIGHTS REGARDING SETTLEMENT CLASS PLAINTIFFS' AND AIG'S JOINT MOTION FOR CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** was served upon all counsel of record in this action pursuant to the written consent of the parties under Fed. R. Civ. P. 5(b)(2)(E) via the U.S. District Court CM/ECF e-filing system on January 31, 2011.

/s/ Rebekah H. Parker